

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 02-252**

The City of Lincoln intends to enter into a contract and invites you to submit a sealed proposal for:

**EMPLOYEE MEDICAL EXAM  
MEETING OR EXCEEDING THE CITY OF LINCOLN'S SPECIFICATIONS**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Wednesday, November 13, 2002** in the office of the Purchasing Agent, located at 440 South 8th Street, Suite 200 Lincoln, Nebraska 68508. Proposals will be publicly opened reading only the names in the First Floor Conference Room of the K-Street Complex.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

## **INSTRUCTIONS TO PROPOSERS**

### **1. INVITATION**

- 1.1 The City of Lincoln invites competitive sealed proposals for selection of a qualified Medical Practitioner for a City of Lincoln Employee Medical Exam Program as detailed in the accompanying Request for Proposal.
- 1.2 Proposals will be received until 12:00 noon local time on November 13, 2002.
- 1.3 Any proposal received after the time and date specified will not be considered.

### **2. SUBMITTAL OF PROPOSALS**

- 2.1 Five copies of proposals shall be delivered or mailed, with any required data, in a sealed envelope, which shall be properly identified with the RFP reference and the name and address of the proposer. Submit proposals to:

Vince Mejer, CPPO, C.P.M.  
Purchasing Agent  
City of Lincoln  
440 S. 8th St., Suite 200  
Lincoln, NE 68508

### **3. FORM OF PROPOSALS**

- 3.1 Proposals should be prepared in the format set forth in the accompanying document, including:
  - 3.1.1 A full description of the proposer's program,
  - 3.1.2 Plan of work,
  - 3.1.3 Qualifications; and
  - 3.1.4 Resumes of key personnel.
  - 3.1.5 Location of facilities to perform the exams

### **4. FEES**

- 4.1 The proposer's response must clearly present the proposer's compensation of fee structure for specified core services, along with rates for optional services as available.

### **5. PROPOSAL LONGEVITY**

- 5.1 A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance; however, no proposer may withdraw or cancel a proposal for a period of ninety (90) days following the closing time for acceptance.

## **6. EVALUATION OF PROPOSALS**

- 6.1 Proposals will be judged upon the proposer's ability to provide services which meet the requirements set forth in the accompanying documents.
- 6.2 The City of Lincoln reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements.
- 6.3 Proposers shall furnish such information and data for this purpose as the City may request.
- 6.4 Interviews and/or presentations by one, several or all of the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposers' capabilities.

## **7. CITY PREROGATIVES**

- 7.1 The City of Lincoln reserves the right to award the responsible practitioner whose proposal is judged to offer the most advantages to the City with the City being the sole judge thereof; to negotiate with any or all proposers; to reject any or all proposals, in whole or any part thereof, and to re-solicit for proposals in such an event; and to waive any minor technicalities or informalities in accordance with the City's determination of its own best interests.

## **8. CONTRACT TERMS**

- 8.1 At the time of the award by the City, the apparent successful proposers must have agreed to a contract representing the understandings between the parties as to terms and conditions which will govern the relationship and establish the obligations of each party for performance of the agreement.
- 8.2 The proposer shall be aware that the contents of the successful proposal will become a part of the subsequent contractual documents.

## **9. PROPOSER'S CONDITIONS**

- 9.1 Any conditions or expectations on the part of the proposer for performance by the City must be set forth in the Proposal.
- 9.2 The City is not obliged to consider the proposer's post-submittal terms and conditions.

## **10. VENUE**

- 10.1 The agreement resulting herefrom must contain language stating that the contract is performable in Lancaster County, and shall be construed in accordance with the laws of the State of Nebraska; if any legal action is brought in connection with enforcement of the contract, exclusive venue shall lie in Lincoln, Nebraska.

## **11. INQUIRY**

- 11.1 Any inquires or requests for explanation in regard to the requirements should be made promptly.
- 11.2 No oral interpretation or clarifications will be given as to the meaning of any part of the Request for Proposal documents.
- 11.3 Prospective proposers desiring further information or interpretations must make requests in writing, e-mailing or by FAX inquiry no later than Wednesday, November 6, 2002 in order for a response to be issued in the form of an addendum well in advance of the date for submittal proposals.
- 11.4 Requests for information should be addressed to:  
Vince Mejer, CPPO, C.P.M.  
Purchasing Agent, City of Lincoln  
440 South 8th Street, Suite 200  
Lincoln, NE. 68508  
FAX (402) 441-6513  
vmejer@ci.lincoln.ne.us
- 11.5 Proposers are cautioned to refrain from contacting or soliciting any City official regarding this RFP.
- 11.6 Proposals shall be based solely on information provided in the RFP and any addenda thereto.
- 11.7 Requests for additional information shall not be solicited by any means other than prescribed herein.

# **REQUEST FOR PROPOSAL**

## **EMPLOYEE MEDICAL EXAM**

### **1. PURPOSE**

- 1.1 The City of Lincoln, hereinafter referred to as the City, seeks proposals in response to this Request for Proposal from qualified medical practitioners to provide annual Employee Medical Exams.
- 1.2 The proposal should detail the medical expert's occupational health exam experience.
- 1.3 A qualified medical practitioner is defined for purposes of this RFP to be one that practices in a medical profession, to include physicians, therapists, chiropractors or other medical professionals.

### **2. SCOPE OF THE WORK**

- 2.1 While the exact range and extent of services is subject to negotiation, it is anticipated that the selected medical practitioner shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:
  - 2.1.1 Develop a complete understanding of the City's areas of exposure and consult with City representatives about goals and objectives of the annual Employee Medical Exam.
  - 2.1.2 Prepare a kick-off program to introduce and carry out the campaign objectives.
  - 2.1.3 Provide physical exams for on duty personnel.
    - 2.1.3.1 It is estimated that exams will be required for 250 - 350 employees annually.
    - 2.1.3.2 Develop an Annual Exam calendar with this program targeted to begin as soon as possible.
    - 2.1.3.3 Outline a program for a 12 month period with additional long range planning for an on-going campaign.
    - 2.1.3.4 Medical Exam Elements:
      - 1. In-depth Medical History
      - 2. Blood Pressure/Pulse (Resting)
      - 3. Blood Pressure/Pulse (Activity, i.e. Treadmill)
      - 4. Height/Weight
      - 5. Vision/Color
      - 6. Audiometric
      - 7. Urinalysis
      - 8. EKG
      - 9. Respiratory Clearance (PFT)

#### 2.1.3.5 CHEM PROFILE

Glucose  
Uric Acid  
Bun  
Creatinine  
BUN/Creatinine Ratio  
Sodium  
Potassium  
Chloride  
Osmolality (calculation)  
Calcium  
Phosphorus  
Protein, total  
Albumin  
Globulin  
A/G ratio  
Bilirubin, total  
LDH  
SGOT (AST)  
SGPT (ALT)  
GGT  
Iron, total

#### LIPID PROFILECholesterol, total

Triglycerides  
HDL cholesterol (calculated)  
VLDL cholesterol (calculated)  
LDL/HDL ratio  
Total cholesterol/HDL ratio  
estimated CHD risk

#### THYROID PROFILET<sub>4</sub> (Thyroxine)

T<sub>3</sub> uptake  
Free Thyroxine

#### HEMATOLOGY PROFILECBC

Platelet Count  
Differential

2.1.3.6 Immunizations (if requested)

1. Hepatitis B
2. Tetanus
3. Influenza

2.1.3.7 Reporting & Records

1. Provide Employee with a summary report
2. Provide Employees Designated Physician with a report, if desired
3. Immediately Advise the employee's City Department Head of anyone unfit to perform their assignment due to medical condition
4. Keep CONFIDENTIAL Records for all Employees
5. Acquire all existing medical records from LLH Department and maintain until the contract for service ends or is transferred to a new vendor.

2.2 All reports, examination results and correspondence must be accomplished in a timely manner.

2.2.1 Accuracy of all this information is of highest priority so as to eliminate any costly hiring errors for the City.

2.2.2 There are many different types of examinations required and it is up to the provider to keep them separate and marked accordingly.

**3. TERM OF CONTRACT**

3.1 The initial term of the qualified medical practitioner contract shall be for a period of one (1) year, renewable by mutual consent on an annual basis thereafter for no more than two (2) additional years.

3.2 The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination.

3.3 In the event of termination, compensation owed the medical practitioner by the City shall be limited to verifiable services rendered.

3.4 All medical records shall be transferred to the new provider if either party ends the contract.

**4. GENERAL CONDITIONS**

4.1 Legal Compliance

4.1.1 Each proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction

4.2 Proposer's Insurance

4.2.1 The medical practitioner must provide and maintain in force at all times during the term of service contemplated herein, insurance for Medical Malpractice Liability, Workers' Compensation, Commercial General Liability, Automobile Liability, and Professional Errors and Omissions Liability.

- 4.2.2 Such policies shall be issued by companies authorized to do business in the State of Nebraska.
  - 4.2.3 Evidence of such coverage is to be submitted as part of the proposal.
- 4.3 Non-Discrimination
  - 4.3.1 The medical practitioner shall not discriminate or permit discrimination in its operations or employment practices against any person or group on the grounds of race, color, creed, national origin, gender or handicaps, and shall furnish evidence of compliance with this provision when so requested by the City.
- 4.4 Indemnification
  - 4.4.1 The medical practitioner, in performing its obligations under this contract, is acting independently and the City assumes no responsibilities or liability for the medical practitioner's acts or omissions to third parties, and the medical practitioners shall agree to indemnify and hold harmless the City, its officials, officers, and employees against any and all claims, lawsuits, judgements, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the medical practitioner's breach of the terms or provisions of the contract, or by any negligent act or omission of the medical practitioner's performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting in the sole negligence of the City, its officials, officers or employees.
  - 4.4.2 In the event of joint and concurrent negligence of both the practitioner and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Nebraska; without, however, waiving any governmental immunity available to the City under Nebraska law and without waiving any defense of the parties under Nebraska law.
  - 4.4.3 This above paragraph is solely for the benefit of the medical practitioner and the City and is not intended to create or grant any right, contractual or otherwise, to any other person or entity.

**5. PROPOSALS SHOULD INCLUDE THE FOLLOWING:**

- 5.1 Executive Summary
  - 5.1.1 Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of the medical practitioner.
- 5.2 Structure of the Proposal
  - 5.2.1 Part I - Concept and Solution
    - 5.2.1.1 The proposer's understanding of the tasks presented in Paragraph 2 . shall be defined in detail and proposed solutions outlined.



5.2.2 Part II - Program

5.2.2.1 The proposer's technical plan to accomplish the work shall be presented.

5.2.2.1.1 Examples may include time-related displays, graphs and charts showing tasks, sub-tasks, milestones, and decision points, including the points at which deliverable reports will be provided.

5.2.3 Part III - Experience

5.2.3.1 Relevant training and evaluation experience in regards to back safety shall be presented in detail, with all experience cited to be recent in time and to have been performed, to a considerable degree, by the proposer.

5.2.3.2 Emphasis shall be given to identifying comparable services for public sector organizations.

5.2.3.3 For each client reference, the scope of service, time performed, and name, title, address and phone number of the principle contact person should be shown.

5.2.3.4 Some City departments may elect to not use all aspects of the physical exam. The proposal should be divided by type of service to allow flexibility by department.

5.2.4 Part IV - Cost Proposal

5.2.4.1 The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning.

5.2.4.2 The proposer's plan of compensation shall be described in detail.

5.2.4.3 The proposal shall include a clear statement of the services for which compensation would be provided.

5.2.4.4 If there are expenses which are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

5.2.4.5 Proposer should be familiar with NFPA 1582 Medical Requirements for Firefighters, Police and Transit Employees.

5.2.5 Part V - Proof of Insurance

5.2.5.1 Evidence of the proposer's own Medical Malpractice liability, Workers' Compensation, Commercial General Liability, Automobile Liability, and Professional Errors and Omissions Liability shall be submitted as part of this proposal.

## **6. COMPETITIVE SELECTION**

- 6.1 Evaluation factors outlined in Paragraph 7. shall be applied to all eligible, responsive medical practitioners in comparing proposals and making the final selection.
- 6.2 While the City reserves the right to interview any or all proposers, award of a contract may be made without discussion with proposers after proposals are received.
- 6.3 Proposals should, therefore, be submitted on the most favorable terms available.

## **7. PROPOSAL EVALUATION FACTORS**

- 7.1 Concept proposal and possible creative solution, including responsiveness to terms and conditions and the completeness and thoroughness of documentation.
- 7.2 Demonstration of successful prior performance of comparable services in the public or private sector.
- 7.3 Adequacy and technical depth of personnel assigned to the program.
- 7.4 Evidence of good organization and management practices.
- 7.5 Depth and breadth of services available.
- 7.6 Expertise and tenure of medical practitioner.

## **8. PROPOSED TIME SCHEDULE**

- |     |                            |                     |
|-----|----------------------------|---------------------|
| 8.1 | Send out proposals         | October 25, 2002    |
| 8.2 | Receive proposals          | November 13, 2002   |
| 8.3 | Selection Committee Review | November 18, 2002   |
| 8.4 | Oral Interviews            | November 22, 2002   |
| 8.5 | Award of Contract          | As soon as possible |